

Signed Agreement and Financial Summary

OCCUPANCY AGREEMENT Between SEC (5000) And GENERAL SERVICES ADMINISTRATION

ADC08250	Draft	Version:	1	Date Last Modified:	09-Aug-2016

SEC (Code 5000) will occupy 1,061,379.00 usable (1,274,000.00 rentable) square feet of space and 10 structured parking spaces and 0 surface parking spaces at () located at , WASHINGTON, DC, for a period of 180 months commencing on or about 01/31/2022.

SEC (Code 5000) will pay the General Services Administration rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost, real estate taxes and parking escalations.

SEC (Code 5000) will pay the General Services Administration additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Mandatory Clauses

Promoting Efficient Spending

Reduce the Footprint

The Office of Management and Budget Memorandum, "Promoting Efficient Spending to Support Agency Operations" issued on May 11, 2012 and Management Procedures Memorandum issued on March 25, 2015, have established a Reduce the Footprint policy for executive agencies. SEC is responsible for making sure their space request is consistent with any applicable square foot reduction targets and can contact TotalWorkplace@gsa.gov for help developing agency-wide space design standards that optimize their space usage.

Leased Specific Mandatory Clauses

Alterations by Tenant Agency

The tenant agency agrees that it will undertake no alterations to the real property governed by this OA without prior approval from PBS. Further, any alterations that might obligate PBS under a lease must be approved by the responsible PBS contracting officer.

Building Services

Building services to be provided to the tenant agency for the operating expense portion of the Rent are specified in the PBS Solicitation for Offers (SFO) that is made part of the lease contract. A copy of the lease contract is provided to the tenant agency. Additional or upgraded services beyond those identified in the SFO are provided by PBS or the lessor on a reimbursable basis. Charges for certain recurring reimbursable services may be billed on the PBS Bill. Recurring charges for overtime utilities, enhanced custodial services, mechanical O&M HVAC, mechanical O&M Other and additional guard services are eligible for billing on the PBS Bill provided the tenant agency has been designated as a "participating agency". The charges must be initiated by the tenant agency and renewed annually. The recurring RWA processing fee will be assessed against each service billed.

Financial Terms

While this occupancy agreement (OA) addresses financial terms that cover multiple fiscal years, the parties agree that: The tenant agency may relinquish space upon four (4) months' notice at any point after the first twelve (12) months of occupancy. Thus, after the first twelve (12) months of occupancy, the tenant agency's financial obligation can be reduced to four (4) months of Rent, plus the unamortized balance of any tenant improvements financed through PBS, plus any rent concession not yet earned. Any free Rent or other concession given at the beginning of the occupancy term must be allocated on a pro-rata basis over the entire OA term, and the unearned balance repaid to PBS.

The tenant's financial obligations for years beyond the current year do not mature until the later year(s) are reached. Thus, there is no requirement that the tenant agency certify that current year funds are available to defray future year obligations. The tenant's future years obligation to pay Rent is subject to the availability of funds, but the tenant agrees to make a good faith effort to meet its obligations as they arise.

Lease Contract Rent

The underlying lease contract rent will be passed through to the tenant agency. For a non-fully serviced lease, the cost of operating services not covered by the lease will also be passed through to the tenant agency. The PBS fee in leased space, calculated at 7% of the annual lease contract cost plus the cost of separately contracted operating services, will also apply. Charges for security and GSA-installed improvements may apply as well.

Charges for operating expenses, joint use space, parking, security and real estate taxes may be adjusted on an annual basis.

Move Cost Responsibilities

At the end of this OA term, if the tenant cannot remain in the space covered by this OA, the tenant is responsible for funding the physical move to new space. In the event PBS displaces or allows another user to displace the tenant before the expiration of the OA term, PBS must fund, or require the new user to fund, the tenant's physical move, and relocation of the tenant's telecommunications equipment. PBS must also reimburse, or require the new user to reimburse, the tenant for the undepreciated value of any lump sum payments the tenant made toward tenant improvements and the Rent differential at the new location until the displaced agency has time to budget. The Rent differential is calculated on all elements of Rent except the amortized tenant improvement cost.

Obligation to Pay Rent

The Tenant agency's obligation to pay rent for the space governed by this OA commences when both of the following occur: the space is substantially complete and operationally functional. Occupancy and rent start will be coordinated with the Tenant.

1. The space is ready for occupancy of personal property, typically the substantial completion date. Substantial completion is signaled in the case of leased space by the granting of an occupancy permit by the proper authority and/or by PBS's acceptance of the space as substantially complete in accordance with the lease. "Substantially complete" and "substantial completion" mean that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in the lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.

PBS will offer to an authorized representative of the Tenant the opportunity to participate in a walk-through of the space prior to final acceptance of the space as substantially complete by PBS. The authorized representative of the Tenant will make himself or herself available so as to not delay the walk-through of the space. The authorized representatives of PBS and the Tenant will itemize any defects and omissions (D&Os, or "punch list") of the construction project that will need to be corrected prior to final contract payment.

Provided that the D&Os are minor matters not materially diminishing use of the space, the authorized representative of PBS, acting on behalf of the Government and its Tenant, will determine substantial completion.

2. The space is operationally functional. Operationally functional means that the building systems included in this lease must function and Lessor-provided building-specific safety and security features must be operational. Related space that is necessary for a Tenant to function due to workflow adjacencies must be complete before rent commences.

For large projects that entail phased occupancy of the Tenant's space, rent will commence on the individual blocks of space when they are substantially complete and operationally functional. The blocks will be added to the Occupancy Agreement (OA) incrementally. In the case of phased occupancy with separate OAs (example, different Agency/Bureau codes), the rent start date for each OA will occur when the space associated with it is substantially complete and operationally functional.

If there is a substantial punch list for the space that would interfere with the Tenant's full access, occupancy, possession, use and enjoyment of the space, and the Tenant chooses to move in anyway, GSA will negotiate a rent discount with the Lessor while the punch list work is being completed. If after hours work is required, GSA will ensure that adequate security is provided while the contractor is in the Tenant's space.

Once the above "substantially complete" and "operationally functional" requirements have been met, rent will commence. GSA does not provide tenant agencies a grace period prior to rent commencement to accomplish the physical move into the space or to allow for the installation of personal property such as phones, furniture, computers, etc. However, rent should not start until those personal property items that have been included in the lease contract, such as telephone and data systems or audio/video systems, are operational unless the Tenant chooses to move into the space pursuant to the preceding paragraph.

Occupancy Agreement Iterations

The parties hereby agree that iterations of OAs prepared before selection of and award to a lessor, contain preliminary financial terms only. Financial terms in preliminary OAs are estimates for budgeting purposes, and are updated through additional OA versions as business terms evolve throughout the space acquisition. Accordingly, execution by the tenant agency on preliminary OAs constitutes that agency's commitment to the project, and is required prior to PBS awarding any lease contract and/or lease modification or amendment. Until lease award, the tenant agency has the right to cancel the proposed project without financial obligation.

Occupancy After Lease Expiration

In the event of a continued occupancy after lease expiration, the tenant agency will continue to be financially responsible for the pass-through of the lease contract rent, the PBS lease fee, and any additional costs incurred by PBS resulting from lease renewal, extension, replacement, holdover or condemnation. The tenant agency rights to relinquish space as specified in this OA remain in effect.

PBS Services

The services that PBS provides to its customers may be found in the fourth edition of the Pricing Desk Guide. Unless PBS provides otherwise in writing, the cost of these services is included in PBS's rents and fees. Any service beyond those identified in the Pricing Desk Guide are provided by PBS for an additional charge.

Payment of Tenant Improvements

The tenant agency must pay for tenant improvements in excess of the allowance by RWA. The tenant agency also has the right to pay lump sum for tenant improvements below the allowance threshold. The ability to make lump sum payments below the allowance threshold is only available at assignment

inception, and only for the customization component of the allowance in new space. In backfill or relet space, if the tenant can accept existing tenant improvements "as is" or with modifications, the tenant can elect to waive all or part of the general allowance. Further, once the tenant allowance is set, if the agency then wishes to make a lump sum payment for improvements which are charged against the allowance, PBS cannot accept payments below the allowance threshold by RWA.

Replacement Responsibilities

The lessor bears the responsibility for replacement and renewal of shell items. PBS will also oblige the lessor to fund cyclic paint and carpeting within the tenant's space, as provided in the lease contract.

Tenant Agency Appeal

The tenant agency can appeal to the PBS asset manager in cases in which the agency's assigned tenant improvement allowance is inadequate to provide basic functionality for the space.

Tenant Agency Move

In the event the space covered by this OA involves a tenant agency move, once a design and construction rider or schedule has been made part of a lease contract, the rider/schedule must be incorporated into this OA. Once part of this OA, the schedule/rider becomes binding upon the tenant agency as well as upon PBS. Delay in project completion caused by either a) tenant agency failure to meet the review and approval times provided in the lease rider, or b) tenant changes to project scope, will be borne by the tenant agency. As a consequence of tenant-caused delay, the lessor may decline to postpone the scheduled substantial completion date (thereby advancing Rent commencement for the space) by the duration of the tenant-caused delay, on a day to day basis; this may result in rent charges at two locations simultaneously for the tenant. Additional direct expenses caused through tenant-caused delay or changes in project scope are chargeable against the tenant allowance; in the event the tenant allowance has been exhausted, the tenant must pay the lump sum cost by RWA. In summary, the tenant is responsible for the delay claim of the affected contractor and for rent that GSA budgeted to start on the date included in the Occupancy Agreement. If partial occupancy of the building is not possible due to one agency change, that agency is liable for the other tenant's rent who are unable to occupy their space on the date contained in their Occupancy Agreement. The rent start date should be adjusted for delay of occupancy caused by the lessor failing to deliver the real property on time. The rent start date should not be adjusted for delay of occupancy caused by a contractor failing to install personal property on time with one exception. For those personal property items that have been included in the lease contract, such as telephone and data systems, or audio/video systems, and the systems are not ready, the rent start date should be adjusted. Delayed furniture delivery and installation, which is not part of the lease contract, is not reason for delaying the rent start date. In its role as tenant representative, PBS may also be the cause of delay. Expenses associated with PBS-caused delay incurred by the tenant, for such things as additional storage for furniture, re-procurement expense, or additional consulting fees, will be credited against the tenant's rent obligation to PBS for the new space. In the case of lessor-caused delay, if there is a liquidated damages clause in the lease, PBS will pursue the lessor for the value of the damages. In the case of excusable delay (e.g., force majeure or any other delay the cause of which is beyond the reasonable control of either PBS or the tenant agency), neither PBS nor the tenant agency may pursue the other for the consequences of the delay.

Environmental and Safety Standards and Regulations

The tenant agency will comply with all applicable Federal, State, and local environmental, health & safety laws and regulations, such as but not limited to those issued by the U.S. Environmental Protection Agency (EPA) under Title 40 of the Code of Federal Regulations (CFR); the U.S. Occupational Safety and Health Administration (OSHA) under Title 29 of the CFR; the Federal Management Regulation sections that relate to safety and environmental management (41 CFR part 102-80, subpart B); and all applicable laws and regulations set by State and local regulatory agencies.

Other Mandatory Clauses

Security Services

Beginning in FY 2005, payment for FPS provided Basic and Building Specific Operating Security will be made to the Federal Protective Service (FPS), Department of Homeland Security (DHS) and will be separate from rental payments to GSA (OMB Object Class 23.1). Charges for FPS provided security are determined by, and may be obtained from, FPS.

Regional Mandatory Clauses

Building Service Hours

Core hours of building service hours will be from Monday through Friday with the exception of Federal Holidays. Services requested and provided outside of core hours are considered overtime and will be reimbursed to PBS by Reimbursable Work Authorization (RWA).

Optional Clauses

National Capital Optional

Final OA

This OA represents the final terms of occupancy.

Ad Hoc Clauses

Delegation of Lease and Facility Administration

SEC and GSA agree to discuss SEC's requests to obtain a delegation of authority and responsibility for the operations and maintenance of the SEC HQ and any post occupancy projects that may require alterations or renovations to their space.

Security Services

After lease award and before occupancy, the SEC and GSA will discuss whether it is appropriate for SEC to be in charge of facility security through a system similar or derived from SEC's existing security and guard service arrangement, and will work together to implement any agreement or understanding that is reached in those discussions.

SEC Prospectus Pro Forma OA

This Occupancy Agreement (OA) confirms the intention of the SEC to occupy a maximum of 1,274,000 rentable square feet of space, pursuant to proposed lease prospectus PDC-11-WA17, in the delineated area as stated on the prospectus for a period of 15 years commencing on a date to be determined in fiscal year 2017. SEC has read and agrees with the terms and conditions as contained in the attached proposed lease prospectus PDC-11-WA17, including the housing plan. SEC understands that the delineated area of the procurement will be identical to the delineated area specified in the prospectus. Any desire to alter the delineated area must be directly justified and supported by the Chairman of SEC before the Senate and House Committees responsible for authorizing lease prospectuses prior to GSA pursuing any solicitation for offers related to this procurement. The purpose of this OA is to ensure that SEC and GSA agree with the proposed lease prospectus. This OA will need to be revised as the leasing process progresses.

Ad Hoc Clause for Funding

SEC is committed to funding any lump sum funding for SEC tenant improvement and relocation costs which includes all furniture, fixtures, equipment, IT, telecom, and physical move costs that will be required for the prospectus lease procurement. GSA and SEC have developed budget estimates for these costs which are as follows: Estimated RWA Cost (Above TI) - \$244,507,052 to be remitted in FY 2018 and Move and Replication Costs - \$80,192,494 to be remitted in FY 2020. GSA will accept RWAs within the established RWA guidelines for appropriate expenses related to the lease transaction during the entire procurement and build-out process.

I agree to the initial terms with the understanding modifications will be made over time.

Approved <i>JEFF HESLOP</i>	Approved <i>Bill Longhi</i>
Agent (b) (6)	GSA Representative (b) (6)
Title <i>COO</i>	Title <i>Director, Assignment Div.</i>
Date <i>8/9/14</i>	Date <i>Aug. 9. 2016</i>

SEC FY17 Prospectus proforma OA
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Version 1

Page:
Date Last Modified:1 of 16
09-Aug-2016OA Start Date: 31-Jan-2022
OA End Date: 30-Jan-2037Fiscal Year: 2022 Partial
31-Jan-2022 to 30-Sep-2022

	Charge Basis	Period Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$25,480,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$10,192,000.00	\$12.000000000
4. Real Estate Taxes ###	1,274,000	\$6,794,666.67	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$42,466,666.67	\$50.000000000
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$2,972,666.67	\$3.500000000
B. Agency Rent SubTotal	1,274,000	\$2,972,666.67	\$3.500000000
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$45,439,333.33	
E. Adjustments SubTotal		\$0.00	
F. Total Rent Bill(D+E)		\$45,439,333.33	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$45,439,333.33	
J. LUMP SUM ITEMS			
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
R/U Factor is 1.200325237

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OA Start Date:
OA End Date:

31-Jan-2022
30-Jan-2037

Period:
01-Oct-2022 to

Fiscal Year:

2023
30-Sep-2023

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$38,220,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$15,593,760.00	\$12.240000000
4. Real Estate Taxes ###	1,274,000	\$10,192,000.00	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$64,005,760.00	\$50.240000000
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$4,480,403.20	\$3.516800000
B. Agency Rent SubTotal	1,274,000	\$4,480,403.20	\$3.516800000
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$68,486,163.20	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		\$305,760.00	
E. Adjustments SubTotal		\$305,760.00	
F. Total Rent Bill(D+E)		\$68,791,923.20	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$68,791,923.20	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
R/U Factor is 1.200325237

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OA End Date: 30-Jan-2037

Period:

Fiscal Year: 2024
01-Oct-2023 to 30-Sep-2024

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$38,220,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$16,061,572.80	\$12.607200000
4. Real Estate Taxes ###	1,274,000	\$10,192,000.00	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$64,473,572.80	\$50.607200000
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$4,513,150.10	\$3.542504000
B. Agency Rent SubTotal	1,274,000	\$4,513,150.10	\$3.542504000
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$68,986,722.90	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		\$620,692.80	
E. Adjustments SubTotal		\$620,692.80	
F. Total Rent Bill(D+E)		\$69,607,415.70	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$69,607,415.70	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
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Period:
Fiscal Year: 01-Oct-2024 to

2025
30-Sep-2025

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$38,220,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$16,543,419.98	\$12.985416000
4. Real Estate Taxes ###	1,274,000	\$10,192,000.00	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$64,955,419.98	\$50.985416000
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$4,546,879.40	\$3.568979120
B. Agency Rent SubTotal	1,274,000	\$4,546,879.40	\$3.568979120
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$69,502,299.38	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		\$945,073.58	
E. Adjustments SubTotal		\$945,073.58	
F. Total Rent Bill(D+E)		\$70,447,372.97	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$70,447,372.97	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
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OA Start Date: 31-Jan-2022
OA End Date: 30-Jan-2037

Period: Fiscal Year: 2026
01-Oct-2025 to 30-Sep-2026

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$38,220,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$17,039,722.58	\$13.374978480
4. Real Estate Taxes ###	1,274,000	\$10,192,000.00	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$65,451,722.58	\$51.374978480
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$4,581,620.58	\$3.596248494
B. Agency Rent SubTotal	1,274,000	\$4,581,620.58	\$3.596248494
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$70,033,343.16	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		\$1,279,185.79	
E. Adjustments SubTotal		\$1,279,185.79	
F. Total Rent Bill(D+E)		\$71,312,528.96	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$71,312,528.96	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
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Period:
Fiscal Year: 01-Oct-2026 to

2027
30-Sep-2027

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$38,220,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$17,550,914.26	\$13.776227834
4. Real Estate Taxes ###	1,274,000	\$10,192,000.00	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$65,962,914.26	\$51.776227834
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$4,617,404.00	\$3.624335948
B. Agency Rent SubTotal	1,274,000	\$4,617,404.00	\$3.624335948
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$70,580,318.26	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		\$1,623,321.37	
E. Adjustments SubTotal		\$1,623,321.37	
F. Total Rent Bill(D+E)		\$72,203,639.62	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$72,203,639.62	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
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Period:
Fiscal Year: 01-Oct-2027 to 2028
30-Sep-2028

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$38,220,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$18,077,441.69	\$14.189514669
4. Real Estate Taxes ###	1,274,000	\$10,192,000.00	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$66,489,441.69	\$52.189514669
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$4,654,260.92	\$3.653266027
B. Agency Rent SubTotal	1,274,000	\$4,654,260.92	\$3.653266027
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$71,143,702.61	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		\$1,977,781.01	
E. Adjustments SubTotal		\$1,977,781.01	
F. Total Rent Bill(D+E)		\$73,121,483.61	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$73,121,483.61	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
R/U Factor is 1.200325237

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Period:
Fiscal Year: 01-Oct-2028 to

2029
30-Sep-2029

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$38,220,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$18,619,764.94	\$14.615200110
4. Real Estate Taxes ###	1,274,000	\$10,192,000.00	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$67,031,764.94	\$52.615200110
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$4,692,223.55	\$3.683064008
B. Agency Rent SubTotal	1,274,000	\$4,692,223.55	\$3.683064008
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$71,723,988.49	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		\$2,342,874.44	
E. Adjustments SubTotal		\$2,342,874.44	
F. Total Rent Bill(D+E)		\$74,066,862.92	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$74,066,862.92	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
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01-Oct-2029 to 30-Sep-2030

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$38,220,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$19,178,357.89	\$15.053656113
4. Real Estate Taxes ###	1,274,000	\$10,192,000.00	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$67,590,357.89	\$53.053656113
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$4,731,325.05	\$3.713755928
B. Agency Rent SubTotal	1,274,000	\$4,731,325.05	\$3.713755928
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$72,321,682.94	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		\$2,718,920.67	
E. Adjustments SubTotal		\$2,718,920.67	
F. Total Rent Bill(D+E)		\$75,040,603.61	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$75,040,603.61	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
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Fiscal Year: 01-Oct-2030 to

2031
30-Sep-2031

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$38,220,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$19,753,708.62	\$15.505265796
4. Real Estate Taxes ###	1,274,000	\$10,192,000.00	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$68,165,708.62	\$53.505265796
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$4,771,599.60	\$3.745368606
B. Agency Rent SubTotal	1,274,000	\$4,771,599.60	\$3.745368606
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$72,937,308.23	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		\$3,106,248.29	
E. Adjustments SubTotal		\$3,106,248.29	
F. Total Rent Bill(D+E)		\$76,043,556.52	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$76,043,556.52	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
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Fiscal Year: 2032
01-Oct-2031 to 30-Sep-2032

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$38,220,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$20,346,319.88	\$15.970423770
4. Real Estate Taxes ###	1,274,000	\$10,192,000.00	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$68,758,319.88	\$53.970423770
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$4,813,082.39	\$3.777929664
B. Agency Rent SubTotal	1,274,000	\$4,813,082.39	\$3.777929664
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$73,571,402.27	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		\$3,505,195.74	
E. Adjustments SubTotal		\$3,505,195.74	
F. Total Rent Bill(D+E)		\$77,076,598.01	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$77,076,598.01	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
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OA End Date: 30-Jan-2037

Period: Fiscal Year: 2033
01-Oct-2032 to 30-Sep-2033

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$38,220,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$20,956,709.48	\$16.449536483
4. Real Estate Taxes ###	1,274,000	\$10,192,000.00	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$69,368,709.48	\$54.449536483
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$4,855,809.66	\$3.811467554
B. Agency Rent SubTotal	1,274,000	\$4,855,809.66	\$3.811467554
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$74,224,519.14	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		\$3,916,111.61	
E. Adjustments SubTotal		\$3,916,111.61	
F. Total Rent Bill(D+E)		\$78,140,630.75	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$78,140,630.75	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
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OA End Date: 30-Jan-2037

Period:

Fiscal Year: 2034
01-Oct-2033 to 30-Sep-2034

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$38,220,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$21,585,410.76	\$16.943022578
4. Real Estate Taxes ###	1,274,000	\$10,192,000.00	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$69,997,410.76	\$54.943022578
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$4,899,818.75	\$3.846011580
B. Agency Rent SubTotal	1,274,000	\$4,899,818.75	\$3.846011580
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$74,897,229.52	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		\$4,339,354.96	
E. Adjustments SubTotal		\$4,339,354.96	
F. Total Rent Bill(D+E)		\$79,236,584.48	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$79,236,584.48	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
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Period:

Fiscal Year:
01-Oct-2034 to

2035
30-Sep-2035

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$38,220,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$22,232,973.09	\$17.451313255
4. Real Estate Taxes ###	1,274,000	\$10,192,000.00	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$70,644,973.09	\$55.451313255
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$4,945,148.12	\$3.881591928
B. Agency Rent SubTotal	1,274,000	\$4,945,148.12	\$3.881591928
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$75,590,121.20	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		\$4,775,295.61	
E. Adjustments SubTotal		\$4,775,295.61	
F. Total Rent Bill(D+E)		\$80,365,416.81	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$80,365,416.81	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
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Period:

Fiscal Year: 2036
01-Oct-2035 to 30-Sep-2036

	Charge Basis	Annual Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$38,220,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$22,899,962.28	\$17.974852653
4. Real Estate Taxes ###	1,274,000	\$10,192,000.00	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$71,311,962.28	\$55.974852653
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$4,991,837.36	\$3.918239686
B. Agency Rent SubTotal	1,274,000	\$4,991,837.36	\$3.918239686
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$76,303,799.64	
14. Billing Adjustments & Corrections			
a. Current Year			
Tax Escalation		\$5,224,314.48	
E. Adjustments SubTotal		\$5,224,314.48	
F. Total Rent Bill(D+E)		\$81,528,114.11	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$81,528,114.11	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
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Period:
Fiscal Year: 01-Oct-2036 to

2037 Partial
30-Jan-2037

	Charge Basis	Period Charge	Annual Rate
1. Shell Rental Rate #			
a. General	1,274,000	\$12,740,000.00	\$30.000000000
3. Operating Costs ##	1,274,000	\$7,708,157.24	\$18.151076698
4. Real Estate Taxes ###	1,274,000	\$3,397,333.33	\$8.000000000
A. Market Rent SubTotal	1,274,000	\$23,845,490.57	\$56.151076698
9. Parking			
a. Structured (number of spaces) ####	10		
11. PBS Fee	1,274,000	\$1,669,184.34	\$3.930575369
B. Agency Rent SubTotal	1,274,000	\$1,669,184.34	\$3.930575369
C. Joint Use SubTotal		\$0.00	
D. Total Annual Rent (A+B+C)	1,274,000	\$25,514,674.91	
E. Adjustments SubTotal		\$0.00	
F. Total Rent Bill(D+E)		\$25,514,674.91	
G. Total Antenna Bill		\$0.00	
H. Total Reimbursable Services Bill		\$0.00	
I. Total PBS Bill (F+G+H)		\$25,514,674.91	
# Parking is included in Shell Rental	Customization Tier		2
## Operating Cost Escalation Applies	Amortization Terms (in months)		180
### Real Estate Tax Escalation Applies	PBS Fee is		7%
#### Structured Parking Escalation Applies			

Note: ANSI Rentable of 1,274,000 is 1,061,379 Assigned Usable Space PLUS 212,621 Common Space.
R/U Factor is 1.200325237